

BEFORE

HON'BLE MR JUSTICE B.K.SHARMA

Ms M Dev, the learned counsel for the petitioner. Also heard Mr LP Sharma, the learned counsel representing the respondent Corporation.

This writ petition is directed against the Annexures-III and IV communications dated 13.11.2000 and 26.4.2004 respectively made to the petitioner by the respondent Corporation. By both the letters the petitioner was demanded payment of Rs.4,82,141.55 by the 50% of the interest approved on the principal amount of loan which the petitioner had taken from the respondent Corporation way back in 1984. From the materials on record it appears that the petitioner was sanctioned the loan amount of Rs.1,54,000/- in the year 1984 for setting up a dental hospital at Narengi, Chandrapur, Road, Guwahati-26. Even after 16 years of granting the loan in 1984 when the petitioner could not repay the loan except some payments, the respondent Corporation by its letter dated 24.8.2000 responding to the petitioner's letter dated 25.6.2000 offering for one time settlement of the matter requested him to pay the principal amount by October, 2000. But in the said letter it was further conveyed that the matter relating to waiver of interest would be taken up at a later point of time for consideration.

According to the petitioner, he having paid the entire loan amount is not required to pay any interest in terms of the said letter dated 24.8.2000. However, as stated in the counter affidavit filed by the respondents, it was never conveyed that interest would be waived altogether, but was to be decided at a later point of time.

The respondent Corporation in consideration of a proposal made by the petitioner conveyed its decision by the impugned letter dated 13.11.2000 (Annexure-III) that 50% of the approved interest i.e. Rs./9.27,407.05 plus Rs.18,438/- (upto 31.3.2000) would be required to be paid which came to Rs.4,82,141.55. By the said letter, the petitioner was requested to pay the amount within 31.3.2000.

From the above it is seen that the respondent Corporation in consideration of the proposal made by the petitioner decided to waive 50% of the interest. However, the petitioner did nothing in the matter which forced the respondent Corporation to issue the Annexure-IV impugned letter dated 26.4.2004 demanding payment of the said amount within 31.5.2004.

In the writ petition there is no mention about writing the letter dated 25.1.2001 by the petitioner in response to the impugned Annexure-III letter dated 13.11.2000, a copy of which has been annexed to the counter affidavit. By the said letter, the petitioner while acknowledging receipt of the Annexure-III letter dated 13.11.2000 offered to pay an amount of Rs.50,000/- as the full and final settlement of the claim which naturally was not acceptable to the respondent Corporation.

After issuance of the aforesaid Annexure-4 impugned letter dated 26.4.2004 directing the petitioner to liquidate the amount within 31.5.2004, the petitioner invoked the writ jurisdiction of this Court by filing the instant writ petition. While entertaining the writ petition by order dated 28.5.2004, the impugned order was stayed on the strength of which the petitioner has not paid the amount to the respondent Corporation.

While according to the petitioner he having paid the principal amount, the respondent Corporation is not entitled to demand payment of interest but according to the respondent the petitioner cannot claim waiver of full amount of interest for the entire period from 1984 to 2000/2004.

On perusal of the letter dated 24.8.2000 (Annexure-V) annexed to the reply affidavit, it appears that there was no promise made out by the respondent Corporation to the petitioner for waiver of entire interest on payment of the principal amount. By the said letter the petitioner was directed to pay the principal amount by October, 2000. As regards interest, it was conveyed that the same would be decided later on. In due course the respondent Corporation in consideration of the proposal made by the petitioner decided to waive 50% of the interest, as indicated above.

In view of the above, it cannot be said that the respondent Corporation had made

any proposal for waiver of the entire interest. The petitioner was liable to pay 50% of the interest standing at Rs.4,82,141.55 for which the demands were made by the impugned communications dated 13.11.2000 and 26.4.2004.

Although further interest has accrued on the principal amount but in view of the fact that the impugned orders had been under operation of stay of this Court, I am of the considered opinion that the ends of justice would be met if the respondent Corporation is restrained from levying further interest subject to the condition that the petitioner would pay the aforesaid amount to the respondent Corporation. Liberty is also granted to the petitioner to approach the respondent for further waiver of interest. The matter is left entirely up to the sound discretion of the respondent Corporation.

In view of above, I do not find any infirmity in the impugned communications. Accordingly, the writ petition stands disposed of with the above observation.

It is expected that the petitioner would pay the aforesaid amount to the respondent Corporation as expeditiously as possible preferably within 31.5.2013 subject to the aforesaid liberty granted to both the parties, failing which the respondent Corporation will be at liberty to proceed with the matter in accordance with law.